

EXHIBIT B

ALEXANDER POTENTE (BAR NO. 208240)
alex.potente@clydeco.us
JASON J. CHORLEY (BAR NO. 263225)
jason.chorley@clydeco.us
CLYDE & CO US LLP
150 California Street, 15th Floor
San Francisco, CA 94111 USA
Telephone: 415-365-9800
Facsimile: 415-365-9801

Attorneys for Plaintiffs CENTURY INDEMNITY
COMPANY, PACIFIC INDEMNITY COMPANY,
and WESTCHESTER FIRE INSURANCE
COMPANY

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

07/28/2023
Clerk of the Court
BY: AUSTIN LAM
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

CENTURY INDEMNITY COMPANY,
PACIFIC INDEMNITY COMPANY,
AND WESTCHESTER FIRE
INSURANCE COMPANY ,

Plaintiffs,

v.

THE ROMAN CATHOLIC
ARCHBISHOP OF SAN FRANCISCO, a
corporation sole, and DOES 1 through 50;

Defendants.

Case No.: CGC-23-607975

**COMPLAINT FOR DECLARATORY
RELIEF AND REIMBURSEMENT**

Plaintiffs Century Indemnity Company, as successor to CCI Insurance Company, as
successor to Insurance Company of North America; Pacific Indemnity Company, and
Westchester Fire Insurance Company as successor in interest to Industrial Underwriters Insurance
Company for policies JU835-8355 and JU895-0964 (collectively, “the Insurers”) bring this
complaint for declaratory relief in their favor and against defendant The Roman Catholic
Archbishop of San Francisco (the “Archdiocese of San Francisco”), and in support of the
Complaint allege as follows:

1 **NATURE OF THE ACTION**

2 1. This is an action seeking declaratory relief for the purpose of resolving an
3 insurance coverage dispute between the Insurers and Archdiocese of San Francisco with respect
4 to hundreds of underlying lawsuits brought by alleged survivors of childhood sexual abuse under
5 the California Child Victims Act, AB 218, codified as California Code of Civil Procedure
6 § 340.1, et seq. (the “CCVA Claims”), more fully described below. The Archdiocese of San
7 Francisco, together with affiliated parishes and schools under its control, seeks defense and
8 indemnity from the Insurers for the CCVA Claims under one or more insurance policies allegedly
9 issued by the Insurers to the Archdiocese of San Francisco from 1951 to 1972, and 1981 to 1986.
10 The Insurers seek a declaration that they have no defense or indemnity obligations under any of
11 their insurance policies for the CCVA Claims or any other similar sexual abuse or molestation
12 claims against the Archdiocese of San Francisco or any of its affiliates that claim insured status
13 under the Insurers’ insurance policies on the basis that CCVA claims either did not result from an
14 occurrence or accident, did not result in bodily injury, or were expected or intended by the
15 Archdiocese of San Francisco or its affiliates.

16 **THE PARTIES**

17 2. Plaintiff Century Indemnity Company (“Century”) is a corporation organized
18 under the laws of Pennsylvania with its principal place of business in Philadelphia, Pennsylvania,
19 and is licensed to operate in the State of California. Century’s predecessor, Insurance Company
20 of North America, issued primary and excess insurance policies to the Archdiocese of San
21 Francisco under which the Archdiocese of San Francisco now seeks coverage for the CCVA
22 Claims.

23 3. Plaintiff Pacific Indemnity Company (“Pacific Indemnity”) is a corporation
24 organized under the laws of Wisconsin with its principal place of business in New Jersey and is
25 licensed to operate in the State of California. Pacific Indemnity issued primary insurance policies
26 to the Archdiocese of San Francisco under which the Archdiocese of San Francisco now seeks
27 coverage for the CCVA Claims.
28

1 4. Plaintiff Westchester Fire Insurance Company ('Westchester') is a corporation
2 organized under the laws of Pennsylvania with its principal place of business in Pennsylvania and
3 is licensed to operate in the State of California. Westchester Fire Insurance Company is the
4 successor in interest to policies JU835-8355 and JU895-0964 issued by Industrial Underwriters
5 Insurance Company, which issued excess insurance policies to the Archdiocese of San Francisco
6 under which the Archdiocese of San Francisco now seeks coverage for the CCVA Claims.

7 5. Defendant The Roman Catholic Archbishop of San Francisco is a corporation sole
8 established by the Vatican in or about 1853, with its principal place of business in San Francisco,
9 California. The Archdiocese of San Francisco is made up of three counties: San Francisco
10 County, Marin County, and San Mateo County. The Archdiocese of San Francisco controls and
11 operates approximately 88 parishes, 120 schools, and one seminary. The Archdiocese of San
12 Francisco included The Roman Catholic Bishop of Oakland until its separation in or about
13 January 13, 1962, The Roman Catholic Bishop of Santa Rosa until its separation in or about
14 January 13, 1962, and The Roman Catholic Bishop of San Jose until its separation in or about
15 1981.

16 6. The Insurers are ignorant of the true names and capacities of each of the
17 defendants designated in this complaint as Does 1-50. The Insurers are informed and believe and,
18 on that basis, allege that each of the defendants sued as Does 1-50 is in some manner interested in
19 the controversy alleged in this complaint. Upon learning the true name and capacity of each of
20 the Doe defendants, the Insurers will amend this complaint accordingly.

21 7. The Insurers are informed and believe and thereon allege that at all times relevant
22 hereto each of the defendants, including without limitation Does 1-50, was the agent, affiliate,
23 officer, director, manager, principal, alter-ego or employee of the other defendants and was at all
24 times acting within the scope of such agency, affiliation, alter-ego relationship or employment
25 and actively participated in, or subsequently ratified and adopted, or both, each and all of the acts
26 or conduct alleged herein, with full knowledge of all the facts and circumstances.

1 **JURISDICTION AND VENUE**

2 8. The Court has personal jurisdiction pursuant to Cal. Code Civ. Proc. § 410.10 over
3 the Archdiocese of San Francisco and its affiliates residing in and conducting business in the
4 State of California.

5 9. This Court also has personal jurisdiction over the Insurers who, at all relevant
6 times herein, were authorized to and did conduct business within the State of California.

7 10. Venue is proper in this Court pursuant to Cal. Code Civ. Proc. § 395(a) and (b)
8 because The Archdiocese of San Francisco is a resident of the County of San Francisco and the
9 insurance policies were issued to the Archdiocese of San Francisco at 421 Church Street, San
10 Francisco, California.

11 **FACTUAL ALLEGATIONS**

12 ***The Insurance Policies***

13 11. The Archdiocese of San Francisco alleges that Pacific Indemnity issued
14 comprehensive liability policies to named insured “The Roman Catholic Archbishop of San
15 Francisco, a Corporation Sole” as well as, among others, “all other corporations, companies,
16 organizations, and/or other entities which are under the direct control and jurisdiction of The
17 Roman Catholic Archbishop of San Francisco, a Corporation sole,” for consecutive three-year
18 policy periods from October 25, 1951 to October 25, 1954 (policy no. LAC 57120), October 25,
19 1954 to October 25, 1957 (policy no. LAC 76333), October 25, 1957 to October 25, 1960 (policy
20 no. LAC 101275), October 25, 1960 to October 25, 1963 (policy no. LAC 127792), and October
21 25, 1963 to October 25, 1966 (policy no. LAC 155500) (collectively, the “Pacific Indemnity
22 Policies”). For the Pacific Indemnity Policies allegedly in effect from October 25, 1951 to
23 October 25, 1960, and from October 25, 1963 to October 25, 1966, no policies have been located
24 and the terms and conditions relied upon in this Complaint are based on specimen policy forms
25 that may or may not have been included with the Pacific Indemnity Policies.

26 12. The Pacific Indemnity Policies provide coverage only pursuant to all of the terms,
27 conditions, limitations, exclusions, and endorsements contained within the policies.

28 13. Century, through its predecessor, issued comprehensive liability policies to named

1 insured “The Roman Catholic Archbishop of San Francisco, a Corporation Sole” as well as,
2 among others, “all other corporations, companies, organizations, and/or other entities which are
3 under the direct control and jurisdiction of The Roman Catholic Archbishop of San Francisco, a
4 Corporation sole,” for consecutive three-year policy periods from October 25, 1966 to October
5 25, 1969 (policy no. LAB 15766) and October 25, 1969 to July 8, 1972 (policy no. LAB 15802)
6 (collectively the “Century Primary Policies”). The Century Primary Policies provide coverage
7 only pursuant to all of the terms, definitions, conditions, limitations, exclusions, and
8 endorsements contained within the policies.

9 14. Century, through its predecessor Insurance Company of North America, issued
10 excess liability policies to named insured “The Roman Catholic Archbishop of San Francisco, a
11 Corporation Sole” as well as, among others, “all other corporations, companies, organizations,
12 and/or other entities which are under the direct control and jurisdiction of The Roman Catholic
13 Archbishop of San Francisco, a Corporation sole,” for consecutive three-year policy periods from
14 October 25, 1966 to October 25, 1969 (policy no. XBC24296) and, as alleged by the Archdiocese
15 of San Francisco, from October 25, 1969 to July 8, 1972 (policy no. unknown) (collectively the
16 “Century Excess Policies”). The Century Excess Policies provide coverage only pursuant to all
17 of the terms, definitions, conditions, limitations, exclusions, and endorsements contained within
18 the policies.

19 15. Westchester, through its predecessor in interest on certain policies, Industrial
20 Underwriters Insurance Company, issued excess liability policies to named insured “The Roman
21 Catholic Archbishop of San Francisco, a Corporation Sole” as well as, among others, “all other
22 corporations, companies, organizations, and/or other entities which are under the direct control
23 and jurisdiction of The Roman Catholic Archbishop of San Francisco, a Corporation sole,” for
24 consecutive policy periods from July 8, 1981 to July 1, 1984 (policy no. JU835-8355), July 1,
25 1984 to July 1, 1985 (policy no. JU835-8355), and July 1, 1985 to July 1, 1986 (policy no.
26 JU895-0964) (collectively the “Westchester Excess Policies”).¹ The Westchester Excess Policies

27 ¹ The Pacific Indemnity Policies, the Century Primary Policies, the Century Excess Policies,
28 and the Westchester Excess Policies are collectively referred to herein as the “Insurer
Policies.”

1 provide coverage only pursuant to all of the terms, definitions, conditions, limitations, exclusions,
2 and endorsements contained within the policies.

3 16. The Insurer Policies, subject to their terms, definitions, conditions, limitations,
4 exclusions, and endorsements, provide insurance coverage to the Archdiocese of San Francisco
5 and certain of its affiliates for covered “accidents” or “occurrences,” as those terms are defined in
6 the Chubb Policies, resulting in bodily injury during specified policy periods. The Insurer
7 Policies, however, do not cover liability for bodily injury that does not result from an “accident”
8 or “occurrence,” or that was either expected or intended by the insured. Moreover, the Insurer
9 Policies do not cover liability for CCVA claims that do not result in bodily injury.

10 17. The Pacific Indemnity Policies, subject to their terms, definitions, conditions,
11 limitations, exclusions, and endorsements, and to the extent they contain such language based on
12 specimen forms, provide insurance coverage for all sums which the insured shall become legally
13 obligated to pay as damages because of bodily injury, sickness or disease, including death at any
14 time resulting therefrom, sustained by any person.

15 18. The Pacific Indemnity Policies, subject to their terms, definitions, conditions,
16 limitations, exclusions, and endorsements, and to the extent they contain such language based on
17 specimen forms, only apply to accidents or occurrences which take place during the policy
18 period.

19 19. The Pacific Indemnity Policies, subject to their terms, definitions, conditions,
20 limitations, exclusions, and endorsements, and to the extent they contain such language based on
21 specimen forms, limit the Insurers’ liability as follows:

22 The limit of bodily injury liability stated in the declarations as applicable to “each
23 person” is the limit of the company’s liability for all damages, including damages
24 for care and loss of services, arising out of bodily injury, sickness or disease,
25 including death at any time resulting therefrom, sustained by one person in any
26 one occurrence; the limit of such liability stated in the declarations as applicable
27 to “each occurrence” is, subject to the above provision respecting each person, the
28 total limit of the company’s liability for all damages, including damages for care
and loss of services, arising out of bodily injury, sickness or disease, including
death at any time resulting therefrom, sustained by two or more person in any one
occurrence.

1 20. The Pacific Indemnity Policies, subject to their terms, definitions, conditions,
2 limitations, exclusions, and endorsements, and to the extent they contain such language based on
3 specimen forms, require that in the event of bodily injury, sickness or disease, including death at
4 any time resulting therefrom, ... written notice shall be given by or on behalf of the insured to the
5 company or any of its authorized agents as soon as practicable, and such notice shall contain
6 particulars sufficient to identify the insured and also reasonably obtainable information respecting
7 the time, place and circumstance of such injury, the names and addresses of the injured and of
8 available witnesses.

9 21. The Pacific Indemnity Policies, subject to their terms, definitions, conditions,
10 limitations, exclusions, and endorsements, and to the extent they contain such language based on
11 specimen forms, require that if claim is made or suit is brought against the insured, the insured
12 shall immediately forward to the company every demand, notice, summons or other process
13 received by him or his representatives.

14 22. The Pacific Indemnity Policies, subject to their terms, definitions, conditions,
15 limitations, exclusions, and endorsements, and to the extent they contain such language based on
16 specimen forms, require that the insured shall cooperate with the company and, upon the
17 company's request, shall attend hearings and trials and shall assist in effecting settlements,
18 securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits.

19 23. The Pacific Indemnity Policies, subject to their terms, definitions, conditions,
20 limitations, exclusions, and endorsements, and to the extent they contain such language based on
21 specimen forms, provide that the insured shall not, except at his own cost, voluntarily make any
22 payment, assume any obligation or incur any expense other than for such immediate medical and
23 surgical relief to others as shall be imperative at the time of injury.

24 24. The Century Primary Policy in effect from October 25, 1966 to October 25, 1969
25 (policy no. LAB 15766), subject to its terms, definitions, conditions, limitations, exclusions, and
26 endorsements, provides coverage for "all sums which the insured shall become legally obligated
27 to pay as damages because of bodily injury sustained by any person, and arising out of ... all
28 other operations of the insured."

1 25. The Century Primary Policy in effect from October 25, 1966 to October 25, 1969
2 (policy no. LAB 15766), subject to its terms, definitions, conditions, limitations, exclusions, and
3 endorsements, defines bodily injury as “bodily injury, sickness or disease, including death at any
4 time resulting therefrom, and, if arising from any of the foregoing, mental anguish.”

5 26. The Century Primary Policy in effect from October 25, 1966 to October 25, 1969
6 (policy no. LAB 15766), subject to its terms, definitions, conditions, limitations, exclusions, and
7 endorsements, only applies to “occurrences which happen during the policy period.”

8 27. The Century Primary Policy in effect from October 25, 1966 to October 25, 1969
9 (policy no. LAB 15766), subject to its terms, definitions, conditions, limitations, exclusions, and
10 endorsements, defines an “occurrence” as “an *accident* happening during the policy period or a
11 continuous or repeated exposure to conditions which *unexpectedly and unintentionally* causes
12 injury ... All damages arising out of such exposure to substantially the same general conditions
13 shall be considered as arising out of one occurrence.” (Emphasis added.)

14 28. The Century Primary Policy in effect from October 25, 1966 to October 25, 1969
15 (policy no. LAB 15766), subject to its terms, definitions, conditions, limitations, exclusions, and
16 endorsements, limits the Insurers’ liability as follows:

17 The limit of bodily injury liability so stated as applicable to “each person” is the
18 limit of the company’s liability for all damages, including damages for care and
19 loss of services, arising out of bodily injury sustained by one person as the result
20 of any one occurrence; the limit of such liability so stated as applicable to “each
21 occurrence” is, subject to the above provision respecting each person, the total
22 limit of the company’s liability for all damages, including damages for care and
23 loss of services, arising out of bodily injury sustained by two or more person in
24 any one occurrence.

25 29. The Century Primary Policy in effect from October 25, 1966 to October 25, 1969
26 (policy no. LAB 15766), subject to its terms, definitions, conditions, limitations, exclusions, and
27 endorsements, requires that “when an occurrence takes place, written notice shall be given by or
28 on behalf of the insured to the company or any of its authorized agents as soon as practicable.
Such notice shall contain particulars sufficient to identify the insured and also reasonably

1 obtainable information respecting the time, place and circumstances of the occurrence, the names
2 and addresses of the injured, and of any available witnesses.”

3 30. The Century Primary Policy in effect from October 25, 1966 to October 25, 1969
4 (policy no. LAB 15766), subject to its terms, definitions, conditions, limitations, exclusions, and
5 endorsements, requires that “if claim is made or suit is brought against the insured, the insured
6 shall immediately forward to the company every demand, notice, summons, or other process
7 received by him or his representatives.”

8 31. The Century Primary Policy in effect from October 25, 1966 to October 25, 1969
9 (policy no. LAB 15766), subject to its terms, definitions, conditions, limitations, exclusions, and
10 endorsements, requires that “the insured shall cooperate with the company and, upon the
11 company’s request, shall attend hearings and trials and shall assist in effecting settlements,
12 securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits.”

13 32. The Century Primary Policy in effect from October 25, 1966 to October 25, 1969
14 (policy no. LAB 15766), subject to its terms, definitions, conditions, limitations, exclusions, and
15 endorsements, requires that “the insured shall not, except at his own cost, voluntarily make any
16 payment, assume any obligation or incur any expense other than for such immediate medical and
17 surgical relief to other as shall be imperative at the time of injury.”

18 33. The Century Primary Policy in effect from October 25, 1969 to July 8, 1972
19 (policy no. LAB 15802), subject to its terms, definitions, conditions, limitations, exclusions, and
20 endorsements, provides coverage for “all sums which the insured shall become legally obligated
21 to pay as damages because of personal injury ... to which this insurance applies, caused by an
22 occurrence and arising out of ... all other operations of the insured.”

23 34. The Century Primary Policy in effect from October 25, 1969 to July 8, 1972
24 (policy no. LAB 15802), subject to its terms, definitions, conditions, limitations, exclusions, and
25 endorsements, defines “personal injury” as “bodily injury and if arising from bodily injury,
26 mental anguish.”

27 35. The Century Primary Policy in effect from October 25, 1969 to July 8, 1972
28 (policy no. LAB 15802), subject to its terms, definitions, conditions, limitations, exclusions, and

endorsements, defines “bodily injury” as “bodily injury, sickness or disease, sustained by any person.”

36. The Century Primary Policy in effect from October 25, 1969 to July 8, 1972 (policy no. LAB 15802), subject to its terms, definitions, conditions, limitations, exclusions, and endorsements, defines an “occurrence” as “an injurious exposure to conditions, which results, during the policy period, in personal injury or property damage *neither expected nor intended* from the standpoint of the Insured.” (Emphasis added.)

37. The Century Primary Policy in effect from October 25, 1969 to July 8, 1972 (policy no. LAB 15802), subject to its terms, definitions, conditions, limitations, exclusions, and endorsements, only applies to “personal injury ... which occurs during the policy period.

38. The Century Primary Policy in effect from October 25, 1969 to July 8, 1972 (policy no. LAB 15802), subject to its terms, definitions, conditions, limitations, exclusions, and endorsements, limits the Insurers’ liability as follows:

The limit of personal injury liability stated in the declarations as applicable to “each person” is the limit of INA’s liability for all damages, including damages because of personal injury sustained by one person as the result of any one occurrence; but subject to the above provision respecting “each person”, the total liability of INA for all damages because of personal injury sustained by two or more person as the result of any one occurrence shall not exceed the limit of personal injury liability as stated in the declarations as applicable to “each occurrence”.

39. The Century Primary Policy in effect from October 25, 1969 to July 8, 1972 (policy no. LAB 15802), subject to its terms, definitions, conditions, limitations, exclusions, and endorsements, requires that “in the event of an occurrence, written notice containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured, and of available witnesses, shall be given by or for the Insured to INA or any of its authorized agents as soon as practicable.”

40. The Century Primary Policy in effect from October 25, 1969 to July 8, 1972 (policy no. LAB 15802), subject to its terms, definitions, conditions, limitations, exclusions, and

1 endorsements, requires that “if claim is made or suit is brought against the Insured, the Insured
2 shall immediately forward to INA every demand, notice, summons, or other process received by
3 him or his representatives.”

4 41. The Century Primary Policy in effect from October 25, 1969 to July 8, 1972
5 (policy no. LAB 15802), subject to its terms, definitions, conditions, limitations, exclusions, and
6 endorsements, requires that “the Insured shall cooperate with INA and, upon INA’s request,
7 assist in making settlements, in the conduct of suits and in enforcing any right of contribution or
8 indemnity against any person or organization who may be liable to the Insured because of
9 personal injury or property damage with respect to which insurance is afforded under this policy;
10 and the Insured shall attend hearings and trials and assist in securing and giving evidence and
11 obtaining the attendance of witnesses.”

12 42. The Century Primary Policy in effect from October 25, 1969 to July 8, 1972
13 (policy no. LAB 15802), subject to its terms, definitions, conditions, limitations, exclusions, and
14 endorsements, requires that “the Insured shall not, except at his own cost, voluntarily make any
15 payment, assume any obligation or incur any expense other than for first aid to others at the time
16 of accident.”

17 43. The Century Excess Policy in effect from October 25, 1966 to October 25, 1969
18 (policy no. XBC24296), subject to its terms, definitions, conditions, limitations, exclusions, and
19 endorsements, agrees to “indemnify the Insured for ultimate net loss in excess of the retained
20 limit hereinafter stated ... for damages, including damages for care and loss of services, because
21 of personal injury, including death at any time resulting therefrom, sustained by any person or
22 persons.”

23 44. The Century Excess Policy in effect from October 25, 1966 to October 25, 1969
24 (policy no. XBC24296), subject to its terms, definitions, conditions, limitations, exclusions, and
25 endorsements, defines “personal injury” as “bodily injury, sickness, disease, disability, shock,
26 mental anguish and mental injury.”

27 45. The Century Excess Policy in effect from October 25, 1966 to October 25, 1969
28 (policy no. XBC24296), subject to its terms, definitions, conditions, limitations, exclusions, and

1 endorsements, “applies only to occurrences happening anywhere during the policy period.”

2 46. The Century Excess Policy in effect from October 25, 1966 to October 25, 1969
3 (policy no. XBC24296), subject to its terms, definitions, conditions, limitations, exclusions, and
4 endorsements, defines “occurrence” as “an **accident** happening during the policy period or a
5 continuous or repeated exposure to conditions which **unexpectedly and unintentionally** causes
6 injury ... All damages arising out of such exposure to substantially the same general conditions
7 shall be considered as arising out of one occurrence.” (Emphasis added.)

8 47. The Westchester Excess Policies, subject to their terms, definitions, conditions,
9 limitations, exclusions, and endorsements, agrees “to pay on behalf of the insured the ultimate net
10 loss in excess of the retained limit hereinafter stated ... for (a) Personal Injury Liability.’

11 48. The Westchester Excess Policies, subject to their terms, definitions, conditions,
12 limitations, exclusions, and endorsements, defines “personal injury” as “bodily injury, sickness,
13 disease, disability, shock, mental anguish and mental injury.”

14 49. The Westchester Excess Policies, subject to their terms, definitions, conditions,
15 limitations, exclusions, and endorsements, defines “occurrence” as “an accident or happening or
16 event or a continuous or repeated exposure to conditions **which unexpectedly and**
17 **unintentionally** causes injury to persons or tangible property during the policy period. ... All
18 damages arising out of such exposure shall be considered as arising out of one occurrence.”
19 (Emphasis added.)

20 50. The Insurers started adding sexual molestation exclusions in their excess policies
21 from 1986 forward and in their primary policies from 1988 forward.

22 51. The Insurers have been defending the Archdiocese of San Francisco under a full
23 reservation of rights, in connection with certain CCVA Claims that allege sexual abuse during
24 one or more of the Insurers’ primary policy periods at issue, and are continuing to investigate and
25 accept the defense of additional CCVA Claims contemporaneously with the filing of this
26 Complaint. As part of the agreement to defend, the Insurers expressly reserved the right to
27 recoup all defense costs and expenses associated with uncovered claims.
28

Claims Against the Archdiocese of San Francisco

52. Governor Gavin Newsom signed California Assembly Bill 218 into law in October 2019. That statute is called the California Child Victims Act (the “CCVA”). The CCVA allows survivors of child sexual assault to bring civil lawsuits arising out of their sexual assault until their 40th birthday, or within five years of the date the plaintiff discovers or reasonably should have discovered that psychological injury or illness occurring after the age of majority was caused by the sexual assault, whichever is later.

53. The CCVA also opened a “revival window” during which all survivors (regardless of age) were permitted to file civil lawsuits. This window opened on January 1, 2020, and closed on December 31, 2022.

54. The Archdiocese of San Francisco has been named as a defendant in hundreds of lawsuits under the CCVA alleging childhood sexual abuse. These lawsuits include claims of abuse by priests and clergy who served the Archdiocese of San Francisco in senior leadership roles.

55. The Archdiocese of San Francisco established the Office of Child and Youth Protection (“OCYP”) “to address allegations of past or current sexual abuse by clergy, religious or other people who work or volunteer for the Archdiocese.” In a 2018 town hall, Archbishop Cordileone said that the Archdiocese of San Francisco had paid about \$87,000,000 to settle sex abuse cases against priests and others associated with the church (together with any pending OCYP claims, “OCYP Settlement Claims”). Insurers paid the majority of that amount.

56. Senior Archdiocese of San Francisco officials have known for decades about the clergy committing sexual abuse. Knowledge of Archdiocese of San Francisco officials is reflected in various public sources. A partial sample of public statements reflecting the Archdiocese of San Francisco’s historical knowledge of sexual abuse in its midst includes the following:

a. Father Maurice Healy, the Archdiocese of San Francisco director of communications, said on March 10, 2003, that the Archdiocese of San Francisco believes that senior diocesan officials “knew” decades ago of sexual abuse complaints concerning

1 a particularly notorious priest who was a serial abuser (Austin Peter Keegan). Yet no one
2 reported anything to the police or even took meaningful measures internally to prevent
3 further abuse.

4 b. Indeed, in 2005, a jury in San Francisco County Superior Court issued a
5 unanimous verdict in favor of four plaintiffs against the Archdiocese of San Francisco and
6 other defendants, finding that “the Archbishop of San Francisco, by December 31, 1973,
7 kn[e]w or ha[d] reason to know, or was . . . otherwise on notice, that Father Joseph
8 Pritchard had committed unlawful sexual conduct.” Kavanaugh Jury Form, April 19,
9 2005, at 4. Pritchard was another notorious serial abuser. The Archdiocese of
10 San Francisco never mentioned the abuse when buying or renewing its insurance
11 coverage.

12 c. More recently, in a series of town halls in 2018, Archdiocese of
13 San Francisco Archbishop Cordileone told community members that he “can’t express
14 adequately the deepest shame for you, our victims, and for what has been done to you, and
15 for those in positions of authority who did not respond responsibly but rather allowed
16 abusive priests to continue unchecked.” Archbishop Cordileone stated that the
17 Archdiocese of San Francisco had recently discovered it had paid \$60,000 to settle two
18 cases in Stockton in the 1950s, which was then part of the Archdiocese of San Francisco.
19 No one from the Archdiocese of San Francisco reported this to law enforcement or other
20 relevant authorities.

21 57. The CCVA Claims against the Archdiocese of San Francisco allege sexual abuse
22 by the Archdiocese of San Francisco and its clergy, agents, and employees from the 1950s
23 through the 1980s.

24 58. The CCVA Claims assert that the Archdiocese of San Francisco or its affiliates
25 knew about the sexual abuse of minors. In the Master Complaint for the CCVA Claims, it is
26 alleged that “the RELIGIOUS ENTITY DEFENDANTS, and each of them, knew or should have
27 known that the DOE PERPETRATOR was unfit, posed a risk of harm to minor children, and/or
28 posed a risk of childhood sexual assault to minor children in its care, custody and control.

1 Specifically, RELIGIOUS ENTITY DEFENDANTS knew or should have known, or were
2 otherwise on notice, that the DOE PERPETRATOR had engaged in misconduct that created the
3 risk of childhood sexual assault and failed to take reasonable steps or to implement reasonable
4 safeguards to avoid acts of childhood sexual assault by the DOE PERPETRATOR on minors,
5 including Plaintiff.” (Master Complaint in JCCP 5108, ¶ 33.)

6 59. The CCVA Claims further assert that the Archdiocese of San Francisco or its
7 affiliates committed intentional conduct by hiring, not supervising, or transferring to other posts
8 clergy about whom they had notice regarding abuse of the plaintiff or other victims. In the
9 Master Complaint for the CCVA Claims, it is alleged as follows:

10 Defendants also intentionally and willfully implemented various measures
11 intended and designed to, or which effectively, made the DOE PERPETRATOR’s
12 conduct harder to detect including, but not limited to:

13 a. Assigning and permitting the DOE PERPETRATOR to remain in a
14 position of authority and trust after DEFENDANT RELIGIOUS ENTITIES and
DOES 1 through 500 knew or should have known that was an unfit agent, servant,
employee, member and/or volunteer;

15 b. Assigning and permitting the DOE PERPETRATOR to remain in a
16 position of authority and trust after DEFENDANT RELIGIOUS ENTITIES and
DOES 1 through 500 knew or should have known that was in misconduct that
17 created a risk of childhood sexual assault to be perpetrated by the DOE
PERPETRATOR;

18 b. Placing the DOE PERPETRATOR in a separate and secluded
19 environment, including placing him in charge of children, which allowed the
DOE PERPETRATOR to sexually and physically interact with and assault the
20 children, including Plaintiff;

21 c. Authorizing the DOE PERPETRATOR to come into contact with
22 minors, including Plaintiff, without adequate supervision;

23 d. Failing to inform, or concealing from Plaintiff’s parents and law
24 enforcement officials the fact that Plaintiff and others were or may have been
sexually assaulted after Defendants knew or should have known that the DOE
25 PERPETRATOR may have sexually assaulted Plaintiff or others, thereby
enabling Plaintiff to continue to be endangered and sexually assaulted, and/or
26 creating the circumstance where the Plaintiff and others were less likely to receive
medical/mental health care and treatment, thus exacerbating the harm to Plaintiff;

27 e. Holding out and affirming the DOE PERPETRATOR to Plaintiff
28 and Plaintiffs parents, other children and their parents, and to the community as

1 being in good standing and trustworthy;

2 f. Failing to take reasonable steps, and to implement reasonable
3 safeguards to avoid acts of unlawful sexual conduct by the DOE PERPETRATOR
4 with students minor children; and

5 g. Failing to put in place a system or procedure to supervise or
6 monitor employees, volunteers, representatives or agents to insure that they did
7 not molest or assault minors in Defendants' custody or care, including Plaintiff.

8 (Master Complaint in JCCP 5108, ¶ 36.)

9 60. The CCVA Claims further assert that the Archdiocese of San Francisco or its
10 affiliates failed to stop the sexual abuse, covered it up, and then lied about it. In the Master
11 Complaint for the CCVA Claims, it is alleged that, "This failure was a part of Defendants'
12 intended plan and arrangement to conceal wrongful acts, to avoid and inhibit detection, to block
13 public disclosure, to avoid scandal, to avoid the disclosure of their tolerance of child sexual
14 molestation and assault, to preserve a false appearance of propriety, and to avoid investigation
15 and action by public authority including law enforcement." (Master Complaint in JCCP 5108,
16 ¶ 39.)

17 61. The CCVA Claims allege different legal theories, including intentional torts,
18 strict liability, and negligence.

19 62. The Archdiocese of San Francisco seeks coverage under the Insurer Policies for
20 certain of the CCVA Claims and OCYP Settlement Claims. Based on the specific allegations of
21 each case, the Insurers have agreed to defend the Archdiocese of San Francisco in certain of the
22 CVA-related lawsuits that allege abuse during one or more of the policy periods of the Pacific
23 Indemnity Policies and Century Primary Policies, subject to a full reservation of rights, and is
24 continuing to investigate additional claims that have been tendered by the Archdiocese of San
25 Francisco. As part of the agreement to defend, the Insurers expressly reserved the right to recoup
26 all defense costs and indemnity costs associated with uncovered claims.

27 63. Among other things, the Insurers reserved the right to deny coverage for any claim
28 arising out of an injury that was not caused by an accident or occurrence or that was expected or
intended.

1 ***Requests for Information***

2 64. For certain claims, the Insurers lack information needed to evaluate and adjust the
3 claims for which the Archdiocese of San Francisco seeks coverage under the Insurer Policies.

4 65. Archdiocese of San Francisco has advised the Insurers that it does not have
5 relevant documents related to the CCVA Claims and OCYP Settlement Claims. The Archdiocese
6 of San Francisco, however, does have, and has not provided, the Insurers with material
7 documents. These include documents describing the Archdiocese of San Francisco's procedures,
8 policies, and practices for handling clergy sexual abuse allegations, documents reflecting the
9 Archdiocese of San Francisco's knowledge of the scope and pervasiveness of sexual abuse by
10 clergy in the Archdiocese of San Francisco; documents concerning the possible concealment of
11 sexual abuse; documents regarding transfer of clergy who were accused of sexual abuse; and
12 documents showing what the Archdiocese of San Francisco did to monitor clergy sexual abuse
13 and protect children.

14 **CLAIMS FOR RELIEF**

15 **FIRST CAUSE OF ACTION**

16 **(Declaratory Judgment: No Duty to Indemnify CCVA Claims)**

17 66. Plaintiffs incorporate by reference, as if fully restated herein, each of the preceding
18 paragraphs.

19 67. An actual controversy has arisen and now exists between the Insurers, on the one
20 hand, and Archdiocese of San Francisco, on the other hand, concerning their respective rights and
21 duties under the Insurer Policies as respects potential indemnity with respect to the CCVA
22 Claims.

23 68. The Insurers contend that they have no duty to indemnify the Archdiocese of
24 San Francisco or its affiliates for any CCVA Claims or other similar sexual abuse claims that the
25 Archdiocese of San Francisco or its affiliates have tendered or may tender to the Insurers, on the
26 following grounds, including without limitation:

27 a. to the extent that the bodily injuries alleged in the CCVA Claims were
28 either expected or intended from the standpoint of the Archdiocese of San Francisco or its

1 affiliates;

2 b. to the extent that the CCVA Claims do not involve an “accident” or
3 “occurrence” within the meaning of the Insurer Policies;

4 c. to the extent that the CCVA Claims resulted from the Archdiocese of San
5 Francisco’s or its affiliates’ failure to mitigate;

6 d. to the extent that the CCVA Claims resulted from the Archdiocese of San
7 Francisco’s or its affiliates’ failure to promptly take all reasonable steps to prevent other
8 bodily injury arising out of the same or similar conditions that gave rise to the initial
9 accident, occurrence, claim, or suit;

10 e. to the extent that the Archdiocese of San Francisco or its affiliates failed to
11 cooperate with the Chubb Insurers as required under the Insurer Policies;

12 f. to the extent the Archdiocese of San Francisco or its affiliates made
13 voluntary payments for the CCVA Claims;

14 g. to the extent that the Archdiocese of San Francisco or its affiliates failed to
15 provide timely notice of an accident, occurrence, claim, or suit, as required under the
16 Insurer Policies;

17 h. to the extent that the Insurer Policies contain exclusions relating to sexual
18 abuse;

19 i. to the extent that the CCVA Claims do not allege any bodily injury during
20 the relevant policy periods;

21 j. to the extent that the CCVA Claims do not implicate the attachment points
22 of the excess policies at issue;

23 k. to the extent that the Archdiocese of San Francisco or its affiliates are not
24 insureds under the Insurer Policies; or

25 l. to the extent that the Archdiocese of San Francisco or its affiliates have not
26 met their burden to establish the existence of or material terms and conditions of the
27 Insurer Policies.
28

69. The Archdiocese of San Francisco contends that the Insurers have an obligation to indemnify the Archdiocese of San Francisco for the CCVA Claims.

70. Pursuant to Cal. Code Civ. Proc. § 1060, the Insurers desire a judicial determination of their rights and obligations under the Insurer Policies with respect to indemnity of the Archdiocese of San Francisco for the CCVA Claims.

71. A judicial determination is necessary and appropriate at this time under the circumstances in order that the parties may ascertain their rights and duties as aforementioned. Said controversy is incapable of resolution without judicial adjudication. Accordingly, the Insurers have no plain, speedy and adequate remedy at law. The Insurers request a declaratory judgment, adjudging that the Insurers have no duty to indemnify the Archdiocese of San Francisco for the CCVA Claims.

SECOND CAUSE OF ACTION

(Declaratory Judgment: No Duty to Indemnify OCYP Claims)

72. Plaintiffs incorporate by reference, as if fully restated herein, each of the preceding paragraphs.

73. An actual controversy has arisen and now exists between the Insurers, on the one hand, and the Archdiocese of San Francisco, on the other hand, concerning their respective rights and duties under the Insurer Policies as respects potential indemnity with respect to the OCYP Settlement Claims.

74. The Insurers contend that they have no duty to indemnify the Archdiocese of San Francisco or its affiliates for any OCYP Settlement Claims or other similar sexual abuse claims that the Archdiocese of San Francisco or its affiliates have tendered or may tender to the Insurers , on the following grounds, including without limitation:

a. to the extent the Archdiocese of San Francisco or its affiliates made voluntary payments for the OCYP Settlement Claims;

b. to the extent that the Archdiocese of San Francisco or its affiliates failed to provide timely notice of an accident, occurrence, claim, or suit, as required under the Insurer Policies;

1 c. to the extent the Archdiocese of San Francisco or its affiliates failed to seek
2 consent from the Insurers under the Insurer Policies;

3 d. to the extent that the underlying bodily injuries in the OCYP Settlement
4 Claims were either expected or intended from the standpoint of the Archdiocese of San
5 Francisco or its affiliates;

6 e. to the extent that the underlying OCYP Settlement Claims do not involve
7 an accident, occurrence, claim, or suit within the meaning of the Insurer Policies;

8 f. to the extent that the OCYP Settlement Claims involve harm that resulted
9 from the Archdiocese of San Francisco's or its affiliates' failure to mitigate;

10 g. to the extent that the OCYP Settlement Claims involve harm that resulted
11 from the Archdiocese of San Francisco's or its affiliates' failure to promptly take all
12 reasonable steps to prevent other bodily injury arising out of the same or similar
13 conditions that gave rise to the initial accident, occurrence, claim, or suit;

14 h. to the extent that the Archdiocese of San Francisco or its affiliates failed to
15 cooperate with the insurer as required under the Insurance Policies;

16 i. to the extent that the Insurer Policies contain exclusions relating to sexual
17 abuse;

18 j. to the extent that the OCYP Settlement Claims do not involve any bodily
19 injury during the relevant policy periods;

20 k. to the extent that the OCYP Settlement Claims do not implicate the
21 attachment points of the excess policies at issue;

22 l. to the extent the Archdiocese of San Francisco or its affiliates are not
23 additional insureds or insureds under the Chubb Policies;

24 m. to the extent that the Archdiocese of San Francisco or its affiliates have not
25 met their burden to establish the existence of or material terms and conditions of the
26 Insurer Policies; or

27 n. to the extent that the Archdiocese of San Francisco or its affiliates had no
28 legal liability to make any payments for the OCYP Settlement Claims.

75. The Archdiocese of San Francisco contends that the Insurers have an obligation to indemnify the Archdiocese of San Francisco for the OCYP Settlement Claims.

76. Pursuant to Cal. Code Civ. Proc. § 1060, the Insurers desire a judicial determination of their rights and obligations under the Insurer Policies with respect to indemnity of Archdiocese of San Francisco for the OCYP Settlement Claims.

77. A judicial determination is necessary and appropriate at this time under the circumstances in order that the parties may ascertain their rights and duties as aforementioned. Said controversy is incapable of resolution without judicial adjudication. Accordingly, the Insurers have no plain, speedy and adequate remedy at law. The Insurers request a declaratory judgment, adjudging that the Insurers have no duty to indemnify the Archdiocese of San Francisco for the OCYP Settlement Claims.

THIRD CAUSE OF ACTION

(Declaratory Judgment: No Duty to Defend)

78. Plaintiffs incorporate by reference, as if fully restated herein, each of the preceding paragraphs.

79. An actual controversy has arisen and now exists between the Insurers, on the one hand, and Archdiocese of San Francisco, on the other hand, concerning their respective rights and duties under the Insurer Policies as respects defense of the CCVA Claims.

80. The Insurers have been defending the Archdiocese of San Francisco, under a full reservation of rights, in connection with the CCVA Claims that allege sexual abuse during one or more of the policy periods of the Pacific Indemnity Policies and Century Primary Policies. As part of the agreement to defend, the Insurers expressly reserved the right to recoup all defense costs associated with uncovered claims.

81. The Archdiocese of San Francisco contends that the Insurers have an obligation to defend the Archdiocese of San Francisco for the CCVA Claims.

82. Pursuant to Cal. Code Civ. Proc. § 1060, the Insurers desire a judicial determination of their rights and obligations under the Insurer Policies with respect to defense of the Archdiocese of San Francisco for the CCVA Claims that, to the extent the Insurers have no

1 duty to indemnify the Archdiocese of San Francisco for the CCVA Claims, they also have no
2 duty to defend the CCVA Claims.

3 83. A judicial determination is necessary and appropriate at this time under the
4 circumstances in order that the parties may ascertain their rights and duties as aforementioned.
5 Said controversy is incapable of resolution without judicial adjudication. Accordingly, the
6 Insurers have no plain, speedy and adequate remedy at law. The Insurers request a declaratory
7 judgment, adjudging that the Insurers have no duty to defend the Archdiocese of San Francisco
8 for the CCVA Claims.

9 **FOURTH CAUSE OF ACTION**

10 **(Reimbursement)**

11 84. Plaintiffs incorporate by reference, as if fully restated herein, each of the preceding
12 paragraphs.

13 85. Insurers have and/or will incur attorneys' fees and other expenses in connection
14 with their defense of the Archdiocese of San Francisco in the CCVA Claims.

15 86. Insurers have no duty under any of the Insurer Policies to afford a defense to the
16 Archdiocese of San Francisco in the CCVA Claims, and therefore the Insurers have a right to be
17 reimbursed by the Archdiocese of San Francisco for some or all attorneys' fees, costs, and other
18 expenses that they have or may pay or incur in the defense of the CCVA Claims, pursuant to *Buss*
19 *v. Superior Court*, 16 Cal.4th 35 (1997), *Scottsdale Ins. Co. v. MV Transportation*, 36 Cal.4th
20 643 (2005), and related cases.

21 87. Insurers have no duty under any of the Insurer Policies to indemnify the
22 Archdiocese of San Francisco in the CCVA Claims, and therefore the Insurers have a right to be
23 reimbursed by the Archdiocese of San Francisco for some or all indemnify that they have or may
24 pay or incur for the CCVA Claims, pursuant to *Blue Ridge Ins. Co. v. Jacobsen*, 25 Cal.4th 489
25 (2001) and related cases.

26 88. Insurers reserved their rights to reimbursement in correspondence to the
27 Archdiocese agreeing to pay or defend certain of the CCVA Claims.
28

1 **PRAYER FOR RELIEF**

2 WHEREFORE, plaintiffs respectfully request that the Court enter judgment against the
3 Archdiocese of San Francisco:

4 a. declaring that the Insurers do not have any indemnification obligations to
5 the Archdiocese of San Francisco or its affiliates for any CCVA Claims or OCYP
6 Settlement Claims;


7 b. declaring that to the extent the Insurers have no indemnification obligation,
8 they have no defense obligation to the Archdiocese of San Francisco or its affiliates for
9 any CCVA Claims;

10 c. declaring that the Insurers are entitled to recoup all of the defense or
11 indemnity costs that they have paid to the Archdiocese of San Francisco and its affiliates
12 for any CCVA Claims; and

13 d. granting any other relief that the Court deems just and proper.

14 Dated: July 28, 2023

CLYDE & CO. US LLP

15 
16 _____
17 Alexander Potente
18 Jason J. Chorley

19 *Attorneys for Plaintiffs Century Indemnity*
20 *Company, Pacific Indemnity Company,*
21 *and Westchester Fire Insurance Company*